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1.00 PREAMBLE

1.01 General

- (a) The purpose of these rules and regulations which constitute the House Rules of KIARAMAS CENDANA CONDOMINIUM (hereinafter called 'the Complex') is to promote the harmonious occupancy of the Complex - to protect all occupants from annoyance and nuisance caused by any improper use of the Complex and to preserve the reputation and prestige of the Complex thereby providing maximum enjoyment of the premises and its facilities.
- (b) The House Rules are formulated to serve as guidelines which govern the occupation and usage of the Complex. All occupants and invitees in the Complex shall be bound by these rules. It is the Management's desire to create awareness among all occupants that to achieve the common goal of a comfortable life in a peaceful environment of community living, the co-operation of all occupants in complying with all the rules and regulations are required.
- (c) The full authority and responsibility for the enforcement of these rules lie with the Management. House Rules may be amended by the Management from time to time. Suggestions (preferably written) are welcome from all occupants. However, the Management reserves the right to reject any suggestions.
- (d) The House Rules are to apply to all occupants and guests. It is the responsibility of the owner to ensure occupants of his premises, his guests, agents, visitors, etc. comply with the House Rules.
- (e) Words used in the singular include the plural and vice versa.

1.02 **Definitions**

In these House Rules, unless the context otherwise requires, each of the following words or expressions shall have the meaning stated against it below:

- (a) "Common Property" shall refer to so much of the land as is not comprised in any parcel (including any accessory parcel), or any provisional block and the fixtures and fittings including but not limited to lifts, drains, sewers, pipes, wires, cables and ducts and all other facilities and installations used or capable of being used or enjoyed in common by all the owners.
- (b) "Complex" includes the building or buildings comprising the individual premises, the commercial units, the common property and the car park bays which are collectively known as **KIARAMAS CENDANA CONDOMINIUM**.
- (c) "Guest" refers to any person(s) who is not an owner-resident or lessee-resident and whose presence in the Complex is at the invitation of either an owner-resident or lessee-resident.
- (d) "Lessee" refers to person(s), who is for the time being leasing one of the condominium units and who intends to and/or habitually resides in the condominium for a period of not less than 90 days.
- (e) "Management" refers to the Management Corporation or any appointed Managing Agent authorized by the Management Corporation to enforce these rules.
- (f) "Occupants" include owners, lessees, lawful servants, agents, permittees and licensees.

- (g) "Original Proprietor" shall refer to the Developer or the registered proprietor (in the event it is not the Developer) of the lands on which the Complex is erected.
 - "Owner" refers to person(s), who owns a unit of the Condominium and who has legal title to same.
- (h) "Resident" refers to person(s) who is either a lessee or an owner of one of the condominium units and who is also presently residing in KIARAMAS CENDANA CONDOMINIUM.

2.00 OCCUPANCY

2.01 Approved Use of Condominium Units

- (a) A condominium unit shall be used only for residential purposes and shall not be used for business (whether legal or illegal) or any other purposes regardless of whether it may or may not be injurious /damaging to the reputation of the Complex.
- (b) The use of any unit for short term rentals is prohibited.
- (c) For the purpose of these rules, a short term rental agreement shall be deemed unless proven otherwise, if they fall within the following:
 - i) Any stay for which a booking was made through services/applications/websites etc such as Airbnb, Booking.com, Agoda.com, klsuites.com and/or other similar services
 - ii) Any stay for which a signed and stamped Tenancy Agreement has not been filed with the Management Office and tenants registered.
 - iii) Any unit rented out with a Tenancy Agreement that permits the tenant from sub-leasing the property
- (d) A commercial unit shall be used only for the approved commercial uses as stipulated in the Sale and Purchase or Tenancy Agreement (whichever is applicable) with the original proprietor (Developer).

A **Fine** may be imposed on a Resident for any violation of House Rule 2.01 above. Please refer to Appendix I for further details.

2.02 Occupant's Guests/Invitees

- (a) Guests/Invitees of the occupants will only be permitted into the Complex after the security guards have confirmed with the occupants of the identity of such guests. All guests of the occupants will be required to provide their particulars to the security guards before being permitted entry into the Complex and/or condominium units.
- (b) Occupants shall inform the security guards of their likely guests by furnishing relevant details beforehand.
- (c) The occupants shall be responsible for ensuring that their guests/ invitees comply with the House Rules at all times and that their behavior is not offensive to other occupants of the Complex. Occupants shall be liable for any damage caused by their guests/invitees.
- (d) Guests are to be accompanied by the occupants at all times when using the common facilities.

2.03 Household Pets and Livestock

No livestock or other animals whatsoever shall be allowed or kept in any part of the Complex. The Management reserves the right to remove any pets found within the Complex at the owner's expense.

A **Fine** may be imposed on a Resident for any violation of the above House Rule. Please refer to Appendix I for further details.

2.04 Nuisance

- (a) All occupants shall at all times conduct themselves in a manner which will not cause any nuisance to other persons. Excessive noise, unruly or offensive behavior, littering, spitting in common areas are not permitted.
- (b) Radio, TV, hi-fi or other musical instruments shall be operated at a volume so as not to interfere with the peaceful enjoyment of other occupants.
- (c) All occupants are requested not to sound their car horns unnecessarily so as to cause disturbance or annoyance to other residents.
- (d) Indoor games such as 'Mahjong' shall be restricted within a private condominium unit only. Players are advised not to disturb/annoy other residents with loud play.

A **Fine** may be imposed on a Resident for any violation of the above House Rule. Please refer to Appendix I for further details.

2.05 Parties and Functions

- (a) Private parties or functions are limited to the Multi-purpose Hall, designated pool areas, or within a private condominium unit.
- (b) Usage of the Multi-purpose Hall and designated pool areas may be reserved at the Management Office on a first come first served basis
- (c) The charges for the use of the Multi-purpose Hall whether on hourly or daily rates (9.00 a.m. to 10.00 p.m.) (as the case may be) shall be determined by the Management from time to time and shall be displayed at the Notice Board outside the Management Office.

Note: A cleaning charge (which amount shall be determined from time to time by the Management) will be levied on all bookings. A refundable deposit is collected with all bookings. For further inquiries, kindly check with the Management Office.

2.06 Owner's Agent

- (a) Owners may appoint a local agent to represent their interest. Such owners shall file the names, addresses and telephone numbers of their agents with the Management Office prior to allowing them access to the property.
- (b) A condominium unit owner or his appointed agent shall be responsible for the conduct of his lessee(s) or guest(s) and shall, upon notice given by the Management, immediately remove, at his own expense, any unauthorized structure/equipment/property placed in the common areas.
- (c) An absent owner should, at his own expense, have an authorized agent or representative registered with the Management to conduct periodic inspections of his condominium unit and assume responsibility for the contents therein.

(d) Management be authorized to force open doors and gain entry into condominium units in cases of emergencies e.g. fire, etc.

2.07 Owner's Entitlement to the Use of Common Facilities

Once the condominium unit is leased out, the entitlement to the use of the common areas and the facilities is automatically transferred to the lessee and the lessor is no longer entitled to use these facilities despite being the lawful registered owner.

2.08 Use of Management's Employees

- (a) No occupant of the building is allowed to use any employee of the Management for any business or private errands. The Management and maintenance staff of the Complex are not authorized or allowed to accept delivery of packages, parcels, etc., or perform any kind of private work for any occupant, unless on orders of the Management Committee.
- (b) No tips, gifts, or gratuities are to be offered to any employee of the Management for rendering services or courtesies in the regular performance of their duties.

2.09 Solicitation

No solicitation of goods and services, religious or political activities shall be permitted in the premises unless prior approval is obtained from the Management.

2.10 Combustible Materials

Highly combustible substances such as petroleum products must not be kept in substantial quantities above the normal amount consumed by a private dwelling. Substances which may give rise to smoke, fumes or obnoxious smells, explosives of any nature (including but not limited to fireworks) shall not be kept, stored or used in the Complex. The Management reserves the right to remove such items at the owner's expense.

2.11 Employees of Owners or Occupants

- (a) All part-time / full-time employees including but not limited to live-in maids, drivers, and tutors, must be registered with the management office for reasons of security
- (b) Management will not be held liable nor accept any responsibility whatsover in respect of any problem/ incident of any nature that may result from any relationship, illict or otherwise between employees of management, service providers/contractors or employees of service providers /contractors WITH occupants, their agents' guests, maids, drivers, tutors, contractors or service providers etc.

2.12 Supervision of Children

(a) All young children under 12 years of age are not allowed to play in common areas unless accompanied and closely supervised by competent and responsible adults who shall be responsible for their conduct and safety at all times while they are in the common areas. Children especially those under 12 years of age may not be capable of foreseeing dangerous situations and accordingly it is an express condition of the use of the common facilities that parents must ensure that there is adequate adult supervision of their children at all such times.

- (b) Competent and responsible adults refer to parents, guardians, maids, nannies or siblings above 18 years of age and who:
 - are not under the influence of alcohol, drugs, prescribed medications or other intoxicating substances
 - (ii) are capable of providing focused and effective supervision
 - (iii) are knowledgeable of what must be done in emergencies involving children, and who have at least a basic knowledge of first aid and CPR.
 - (iv) are fully aware of and understand the rules and usage regulations of the facilities/ common property.

3.00 SECURITY ACCESS

3.01 Resident Card

- (a) To ensure proper control of security and access without hassle, all residents must apply for a resident card at the Management Office.
- (b) Any loss of card must be reported immediately in writing to the Management and a fresh card may be issued at a penalty fee of Ten Ringgit (RM 10/-) per card this penalty is subject to change without notice from time to time.
- (c) In the event there is a change of occupant, the owner is responsible to ensure that the Resident card is returned to the Management. Only then can the new resident/tenant be issued with a fresh resident card.

3.02 Access to Residential Lift Lobbies & Facilities

To ensure proper control of security access into the Residential Lift Lobbies, the Management may from time to time adopt appropriate procedures and install suitable security access systems to replace systems which are no longer effective.

3.03 Vehicle Transponder Card

- (a) Transponder card is to be used to gain access or exit through Resident Lanes at main entrance / guardhouse.
- (b) It is not transferable and meant strictly for the owner or occupant's sole usage. The number of cards issued per unit is in accordance with the number of car park bays purchased or allotted.
- (c) It will only be issued to a registered owner or occupant upon payment of a fee (the amount of which shall be determined by the Management; currently RM100 per card).
- (d) Loss of card/s must be immediately reported in writing to the Management.
- (e) In the event there is a change of occupant/s it is the responsibility of the owner to inform the Management of same for reasons of Security.

4.00 COMMON AREAS

4.01 No Obstruction at Common Areas

(a) The sidewalks, passages, lobbies, stairways and common corridors must not be obstructed at any time, or used for any purpose other than their designated use only. The Management reserves the right to remove any offending items in such areas at the owner's expense.

(b) Except for wheel chairs, occupants should not ride or use motorcycles, bicycles, tricycles, children's riding toys, roller skates, skateboards and the like in common areas except where designated for such purposes. Personal property should also not be left or stored in common areas. Management reserves the right to remove and dispose of any such items found obstructing the freedom of movement or causing annoyance to other residents.

4.02 Potted Plants

All Potted plants shall be placed in containers so as to prevent the dripping of water or soil onto other condominium units or common areas. No potted plants or any other object should be placed outside the front door of Units in a manner that may be dangerous to or prevent the rightful use of the common area by other Residents.

No potted plants should be displayed in balconies in a manner or position that may result in injuries to others in lower balconies or on the ground floor, should these potted plants fall.

4.03 Cleaning of Areas Adjoining the External Walls

Care should be taken when cleaning areas adjoining the external walls so as to prevent water from running down the exterior of the building or into other condominium units.

4.04 Liabilities for Damage to Common Property

Any damage caused to common property by an occupant, his guest, agent or contractor shall be assessed by the Management and the cost of repair &/ or replacement will be charged to the occupant(s) or owner responsible.

A **Fine** may be imposed on a Resident for any violation of the above House Rule. Please refer to Appendix I for further details.

4.05 Exterior Facade of the Complex

- (a) For the purpose of maintaining the image of the Complex, the exterior facade of the Complex shall represent a uniform appearance. As such, occupants shall not allow any projections to extend through any door or window openings. No shade, awning or grille shall be used except those designs approved by the Management and these should be fixed within the internal faces of the premises only. The Management reserves the right to remove any offending items at the owner's expense.
- (b) Brooms, mops, cartons, notices, advertisements, posters, illuminations or other means of visual communication shall not be placed on windows, doors or passages so as to be in view from the outside of the condominium units.
- (c) Occupants of the condominium shall ensure that textile items such as clothes, towels and linen shall not be hung or placed in any areas so as to be in view from the outside of the condominium or common areas. In particular, such textile items shall not be hung from poles which protrude through the windows, or balconies of the condominium units.
- (d) No radio, satellite dishes or TV antennae shall be allowed to be attached to or hung from the exterior of walls or to protrude through walls, windows, balconies or roofs.

(e) All nails, screws or any similar fasteners used at the external surfaces of the Complex should be of stainless materials so as to prevent staining of the external walls of the Complex.

A **Fine** may be imposed on a Resident for any violation of House Rule 4.05 (a), (c) & (d) above. Please refer to Appendix I for further details.

4.06 Furniture and Equipment in Common Areas

All furniture and equipment placed and/or installed in the common areas have been provided for the safety comfort and convenience of all occupants and therefore, shall not be damaged or removed or altered without the permission of the Management.

A **Fine** may be imposed on a Resident for any violation of the above House Rule. Please refer to Appendix I for further details.

4.07 Elevators

Prohibitions

Whilst in the elevators Please DO NOT

- (a) Smoke, consume food or drinks, or litter
- (b) Drip water or liquids from wet bathing suits or clothing
- (c) Tamper with the lift controls and buttons
- (d) Vandalise, write graffiti or stick advertisements on the surfaces of the elevators
- (e) Indulge in improper or obscene behaviour, offensive language or use the elevator as if a toilet
- (f) Jump about or cause the the elevator to vibrate or shudder

A **Fine** may be imposed on a Resident for any violation of House Rule 4.07(a) & (b) above. Please refer to Appendix I for further details.

Safety Precautions

- (a) Do not stand too close to the lift door**s** especially when they are opening or closing;
- (b) When carrying babies, stay far enough away from the lift door to prevent the babies from inserting their fingers into the door gap out of curiosity.
- (c) Young children travelling in the lifts must be accompanied by adults for their own safety.
- (d) Do not use your body to prevent doors from closing. Press the open-door button instead.

Emergencies

- (a) If trapped inside the lift car it is important to stay calm.
- (b) Press the alarm button to alert the guard and wait for assistance.
- (c) Never try to force open the door or attempt to get out.
- (d) During **a** fire emergency, do not use the elevators. Please use the emergency stairways to evacuate from the building.

Transporting Of Heavy & Bulky Goods

- (a) Strictly restricted to Cargo Lift Cars.
- (b) Please inform the management office at least 24 hours in advance to avoid any clashes with our routine servicing, clearance of garbage and other schedules.

- (c) Do not insert paper or foreign objects into the lift door gaps to hold open the door for long periods especially when loading goods into the lift cars. Obtain assistance from the guard on duty to lock the lift car.
- (d) Workers for renovation, repair or servicing works, and shifting of goods can only use cargo lift cars and exit through the back entrance. Resident Lift cars and main entrance are strictly off limits to them.
- (e) Bicycles and other motorized forms of transport (other than wheel-chairs) must only be transported using the cargo lift cars.

4.08 Water and Electricity

All occupants and their contractors are NOT allowed to Utilize tap water/electricity supply from the common property/areas.

4.09 Trolleys

- (a) Trolleys are located close to the Entrance/lobby and recycle areas
- (b) A trolley can be detached by inserting a 50-cent coin into the coin slot.
- (c) The trolleys are strictly for the use of occupants to carry light household items and foodstuff using Passenger Lift to the units.
- (d) Please use your own heavy-duty trolleys to carry heavy and bulky items to units.
- (e) The trolleys must not be left in private units or other parts of common areas. Residents are required to return them to their designated corners within 30 minutes.

A **Fine** may be imposed on a Resident for any violation of House Rule 4.09 (e). Please refer to Appendix I for further details.

5.00 CAR PARKING

Designated Car Park Bay

- (a) A designated car park bay will be assigned for the exclusive and private use of each resident. On NO occasion are residents permitted to park their cars in any other bays or areas other than the designated bays.
- (b) The car shall at all times be properly parked in the allotted bay. The resident whose designated car park bay is found wrongfully occupied by another car is advised to report to the security guards. Any vehicle parked in the areas other than the designated car park bay may be towed away at the vehicle owner's expense without prior warning. Any damage caused will be the responsibility of the owner.

A **Fine** may be imposed on a Resident for any violation of the above House Rule. Please refer to Appendix I for further details.

5.01 Offences subject to FINES

- (a) Motor vehicle parked at wrong bay not in conformity with parking sticker displayed on windscreen;
- (b) Motor vehicle belonging to a resident parked at Visitor Car Park;
- (c) Causing annoyance by parking at another owner / resident's car park bay;
- (d) Motor vehicle is left unattended thereby obstructing movement of other motor vehicles e.g. at the lobby area;
- (e) Motor vehicle parked at other areas not designated for parking e.g. car wash area, road shoulders & loading bay;

- (f) No Visitor Board displayed on the dashboard of a visitor's motor vehicle, or he/she did not register at Guardhouse before parking motor vehicle at Visitor Car Park.
- (g) An overnight / long-staying guest's vehicle parked at Visitor Car Park Level G.

A **Fine** may be imposed on a Resident for any violation of the above House Rule. Please refer to Appendix I for further details.

Grace Period

A First time offender will be issued a reminder after which FINES will be issued without further notice.

Upon complaint by owner, owner's representative or legal tenant, an offender found parking a vehicle at a private parking bay without permission will be given 15 MINUTES only to remove the offending motor vehicle, after which a FINE will be issued without further notice.

Guests' Motor Vehicles

- (a) Residents must ensure that all guests are registered and obtain Visitor Boards from Guardhouse before parking any motor vehicles at the Visitor Car Park.
- (b) Visitor <u>Car Park Level G</u> is strictly for <u>daily guests</u> only. However, the Management reserves the right to exercise its own discretion to rent or permit long-staying guests to use the bays at Visitor Car Park Level G.
- (c) Overnight / Long-Staying Guests who wish to park their motor vehicle at Visitor Car Park must submit their identification documents to management office. They must park their motor vehicles at Visitor Car Park Level P4a only.
- (d) Long-staying guests who park their vehicles at Visitor Car Parks shall be charged Parking Fee as follows:

Visitor Car Park Level P4a:

- a. FOC for 21 days,
- RM5 per day (to be paid in advance) will be charged from the 22nd day onward.

Parking Vehicles at Private Parking Bays

- (a) All vehicle owners are advised to display the current parking stickers issued on the windscreen for easy identification when vehicles are parked within the compound.
- (b) Private parking bays are strictly for the use of the registered unit owners, their authorized representatives or the legal tenants of Kiaramas Cendana Condominium only.
- (c) Unit owners or legal tenants who rent out or grant permission for other owners or residents to use their parking bays must notify the Management in writing.
- (d) In line with Items 1.(a) & 1.(c), the Management will not hesitate to issue FINES in respect of any vehicles found parked at others' parking bays (without the prior written permission from the rightful occupant of the respective unit) and after fair warnings have been verbally issued.
- (e) Owners or legal tenants are prohibited from renting out or granting the right to use the bays to outsiders.

Disclaimer

- (a) While reasonable measures have been taken to ensure the safety of the car park area, motor vehicles' owners use the car park and park their motor vehicles at their designated bays or visitor bays at their own risk. Neither the Management, nor its employees or agents shall be held liable for any losses or damages to property or deaths or personal injuries, however arising from the use of the car park unless due to willful or gross negligence on the part of the Management.
- (b) The Management shall not be held responsible for any damages to any motor vehicles or personal property howsoever caused .

5.02 Car Stickers

- (a) A non-transferable car sticker will be provided for each car park bay. The sticker is to be displayed prominently on the windscreen at all times for easy identification.
- (b) An occupant who wishes to obtain or renew a car sticker must apply to the Management, supplying his name and condominium unit number. The car sticker shall be issued after receipt of the required remittance (determined by the Management) and the surrender of the expired sticker for renewal.
- (c) Any loss of car stickers must be reported in writing immediately to the Management and a police report lodged (a copy extended to the Management). A fresh sticker would thereafter be issued at a penalty fee of Fifty Ringgit (RM50/=) subject to change from time to time per sticker (for the lst loss). Subsequently if there is another loss reported, the penalty will be One Hundred Ringgit (PM100/=) subject to change from time to time.
- (d) Cars without stickers will not be allowed to enter the Complex.
- (e) It is the owner's responsibility to collect the old sticker from the previous tenant before a new sticker may be issued to the new tenant.

5.03 Car Wash and Repairs

Only car polishing is permitted **at** the owner's car park bay provided that no excessive dirt, mud or water is to be left thereon in which instance the car shall only be washed at a specially designated area reserved for this purpose. Except for minor repair work, no heavy repair work shall be permitted on the car park bay (a 'heavy repair' includes a repair that involves excessive noise or spillage of oil or dirt).

5.04 Owner's Risk

The Management will not be responsible for any loss or damage or other misdemeanor caused to the vehicles and/or their contents whether parked in the designated bay or not howsoever arising.

5.05 Additional Structure on Car Park

No additional building or structure shall be erected on any car park bay in the Complex. The Management is entitled to remove any such obstructions at the owner's cost.

5.06 Guests' Car Park

- (a) Guests of occupants wishing to park in the compound within the immediate vicinity of the Complex will be levied parking charges which may be reviewed from time to time.
- (b) Guests shall only park in the designated open guest parking area. Occupants shall ensure that their guests do not park in bays assigned to other occupants.

5.07 Motorcycles, Bicycles, etc.

Motorcycles, bicycles and other similar forms of transport shall be parked at the designated bays and on no occasion should these vehicles be left or parked in any other car park bays or areas.

A **Fine** may be imposed on a Resident for any violation of the above House Rule. Please refer to Appendix I for further details.

6.00 REFUSE DISPOSAL

- (a) Please keep the refuse rooms clean. <u>Pack or seal your refuse / garbage</u> in plastic bags before properly placing them in the bin in accordance with statutory recycling requirements.
- (b) <u>Sharp / breakable objects like glassware</u> must be wrapped in a thick layer of paper before being placed in the bin. Or, you may contact the management office to arrange for separate collection by the cleaner. Alternatively, you may place the Item into the designated recycle bin located near the side entrance to City Wing.
- (c) Thoroughly <u>drain all liquid</u> from wet refuse / garbage before putting it into a plastic bag. Tie the bag properly to prevent bad odours & dripping on the floor along the way to the refuse room.
- (d) **Do not drag your wet / damp garbage bag** from your unit to the refuse room leaving dirty and smelly tracks on the floor.
- (e) Please cover the bin, switch off the light and close the door after use.
- (f) The bin placed in the refuse room at each floor is meant for **domestic refuse** *I* **garbage only**. Please make your own a rrangement to dispose off bulky objects, boxes, construction debris and so on.
- (g) Those found <u>dumping unwanted bulky items like cardboard boxes</u> in refuse room or at any parts of common areas, or throwing <u>garbage over the balcony</u> will be <u>penalized & charged an administration fee</u>.
- (h) Refuse / garbage will be cleared daily.

A **Fine** may be imposed on a Resident for any violation of House Rule 6.00(g) above. Please refer to Appendix I for further details.

6.01 General

No rubbish, rags, or any other refuse shall be thrown or permitted to be thrown out of the doors or windows of the premises <u>all refuse must be disposed into</u> the refuse bins provided in or outside the Complex.

6.02 Prevention of Blockage in Waste Piping

All residents are not allowed to dispose into the water closet (W.C.) waste such as :

- i) Sanitary pads
- ii) Newspapers and plastic sheets
- iii) Hard and non-decomposable materials

6.03 Heavy or Bulky Objects

Heavy or bulky objects must be placed in the refuse bins located at the main refuse room on the ground floor of the complex.

A **Fine** may be imposed on a Resident for any violation of the above House Rule. Please refer to Appendix I for further details.

6.04 Refuse Chamber / Room Doors

Occupants using the refuse chambers/rooms must ensure that the doors are closed after use and lights switched off to prevent smell and growth of pests and to conserve energy.

7.00 FUNERAL AND BEREAVEMENT ARRANGEMENTS

Occupants shall not hold such arrangements in their respective condominium units and shall do so in a funeral parlor of their own respective faith or in homes of their relatives so as to observe the privacy of the other occupants in the Complex.

8.00 RENOVATION, DELIVERY AND REMOVAL

8.01 Working Hours

Mondays to Fridays : 9.00 am to 5.00 pm (renovation, delivery and removal)

Saturdays : 9.00 am to 1.00 pm (renovation)

9.00 am to 5.00 pm (delivery and removal ONLY)

Sundays & Public Holidays: Not Permitted.

8.02 Permission before Commencement of Renovations, Delivery & Removal

Registered owners / occupants must inform the Management prior to the commencement of Renovation Works, Intended Delivery or Removal.

- (a) Requests for extension of working hours or delivery / removal works on Sundays / Public Holidays must be submitted 5 days in advance & shall be looked into on case-by-case basis.
- (b) Impromptu / On-the-spot request will not be entertained.
- (c) Emergency Repairs may be carried out during non-designated times after clearance by the Management.

8.03 Work Schedule

- (a) Owners/tenants and their contractors are required to submit and inform the Management Office of their work schedules
- (b) All hacking, drilling and loud or noisy work shall be restricted to between 10.00 am to 2.00 pm, Monday to Friday only. No such works shall be permitted on public holidays, Saturdays and Sundays.

8.04 Installation of Air Conditioners

Only split-unit air conditioners are permitted. Air conditioner compressor should be placed at the dry yard or designated area and pipes have to be painted as per color of the exterior wall.

8.05 **Deposits and Administrative Charges**

- (a) A deposit is required before delivery, removal or renovation work is carried out.
- (b) A deposit and/or administrative charge (for such amount as shall be determined from time to time by the Management) is required before the removal or renovation works are carried out. The refundable deposit sum shall be as stipulated by the Management at the time of application to carry out renovation works.
- (c) Such deposit is to ensure that all unwanted materials, debris, etc. are not left in the corridors, lift lobbies, fire escape staircases or any other common areas and that no common property in the Complex is damaged. Otherwise, the costs of cleaning and/or repairing damages, if any, will be deducted from the deposit and the balance will be refunded to the occupant concerned. In the event that the clean-up costs and damages exceed the deposit, the occupant responsible shall be charged the additional amount.
- (d) An administrative surcharge is required to cover administrative, printing costs and other disbursements.

8.06 Security Check

All delivery, removal and renovation works must be reported at the security check-point prior to the work being carried out. Otherwise, the Management reserves the right to refuse entry to any unknown personnel for whatever purpose which cannot be verified there and then.

8.07 Identification Passes

All contractors must report at the security check-point to obtain identification passes and must wear their passes at all times while in the building, Security personnel have the right to question any person in the building found without a pass.

8.08 Use of Lifts

All delivery, removal and contracting workmen must use only designated lifts and staircases so as not to cause any inconvenience to other occupants. Check with security before use.

8.09 Packing and Crating Materials

Packing and crating materials must be removed by the occupants and their contractors to the dumping ground approved by the authorities and not outside or within the compound of the surrounding areas.

8.10 Renovation Works

Residents must complete the **Renovation Application Form** which specifies the full requirements/limits to be complied with. All proposed Renovations detailed in the Renovation Application Form must first be approved in writing by Management before commencement of Works is allowed.

All renovation works should be confined to the limits of each condominium unit. Hacking of structural slabs, columns and beams is not permitted. Knocking down of walls and wet construction works are discouraged. In any case, the occupants concerned are to ensure that renovation works are carried out according to existing rules and regulations of the relevant authorities. For owners intending to lay marble flooring, please note that only polished slab marble is permitted.

A **Fine** may be imposed on a Resident for any violation of the above House Rule. Please refer to Appendix I for further details.

8.11 Conduct and Behavior of Contractors

Owners/residents shall be responsible for the conduct and behavior of their appointed contractors. Any damage to the building and equipment caused by the moving of furniture or other personal effects shall be replaced or repaired at the expense of the owners/residents concerned. The Management reserves the right to expel from the Complex any contractor found misbehaving.

8.12 Move-In/Move-Out/ Delivery/Removal Forms (To Be Submitted)

- (a) Move-In or Move-Out or Delivery / Removal Form can be obtained from the Management Office.
- (b) Completed form must be submitted (together with deposit) to the Management Office not less than one day in advance of the move date.

Without official acknowledgement from the Management, our security personnel reserve the right to refuse entry to any unverified personnel & vehicles of the Mover / Tenant / Owner involved.

8.13 Deposit

- (a) The Deposit for Renovations, Delivery, Removals, Moving-in/out will be a maximum of RM1000 in cash or cheque as may be stipulated by Management as appropriate. Payment by cheque must be made payable to the Management, currently: **Perbadanan Pengurusan Kiaramas Cendana.**
- (b) We encourage owners / tenants to arrange for their transporters / movers to bear the deposit to ensure that they exercise proper care to prevent any damage to common areas.
- (c) Refund of deposit may be collected after completion of works if no deductions required.

If there is an arrangement for collection of packing debris / waste material at a later date, the deposit will be kept until such works are completed.

If there is a deduction to be made, we will refund the balance (if any) at a later date after the cheque is cleared.

8.14 Mover's Vehicle

- (a) Only small vehicles will be allowed into the compound; Lorries with load capacity above 5 tons and Containers must park outside (at own risk) and use a smaller lorry to transfer goods into or out of the complex.
- (b) Loading / unloading can only be carried out at Loading Area located at the back of City Wing.

8.15 Lift Car

- (a) Movers must use only the designated Cargo Lift or staircase.
- (b) Mover must protect & cover the lift car floor & wall when loading heavy & bulky items. Proper care must be taken to avoid damaging the ceiling & light fittings.

8.16 Common Area/Lobby

- (a) Upon approval but before starting work, the supervisor or representative of the transporter / mover must carry out corridor & lobby joint inspection with a representative from the Management. Upon completion, another joint inspection must be carried out. This is to differentiate between existing chips, scratches, stains, etc. from the new ones (if any) by the mover's workers.
- (b) The mover must clean & mop the shared corridor floor of the unit of any dirt / debris which may be left behind at the end of every work day or / and upon completion of works.

8.17 **Penalty**

- (a) If a Mover / Tenant / Owner fails to observe our House Rules, a service fee with a minimum of RM100 for each incident shall be imposed and deducted from the deposit paid.
- (b) Tenant / Owner who dispose off packing debris inside the Refuse Room or on any parts of any parts of the common areas will be charged a disposal fee the amount of which will be will be based on the charges billed by the contractor called in for such work.

9.00 BUILDING MAINTENANCE FUND (BMF)

In order to ensure adequate funding for maintenance and upkeep of common property / services, we encourage all owners to pay their monthly fees due in a timely manner. It will also allow for more enhancements to be planned and considered to improve the value of the property. Be a responsible owner, the future of the condominium lies in your hands.

9.01 Issuance of Invoices

- (a) The billing (invoices and statements) of BMF (ACT 757) will be issued to all parcel owners to their last known addresses registered with the management office quarterly.
- (b) Posting of invoices and statements will be via e-mail. Physical copies will only be issued upon request.

9.02 Interest

- (a) 10% monthly interest shall be charged to those who failed to settle the fees due by the last day of third month of each quarter.
- (b) Due date is the 15th day of each month.

9.03 **Defaulters**

- (a) Defaulters with arrears of <u>one quarter or longer</u> outstanding will be issued written reminders and if the debts are not settled Management may take any action deemed appropriate including but not limited to the following, until full payment is received:
 - (i) Access via existing entry system will be deactivated;
 - (ii) Names & parcel no. may be displayed on the notice board under the list of defaulters.
- (b) Those with arrears exceeding two quarters, and after two reminders or more issued, will have legal action initiated against them and at the same time referred to the Strata Management Tribunal for further action in accordance with Act 757 and Strata Management (Maintenance and Management) Regulations 2015.

10.00 FIRE PREVENTION & EMERGENCY EVACUATION PROCEDURES

IMPORTANT NOTE: The information given is not intended to be all exhaustive; our aim is to highlight to owners / residents some of the safety aspects of and the importance of fire prevention. Fire kills. Help us prevent that from happening.

10.01 Fire - Sources & Precautions

(a) Kitchen / Cooking Appliances:

- (i) Ensure that your cooking appliances and gas/electricity supply is turned off when you have finished cooking.
- (ii) Natural Gas supply should be turned off at the supply valve on the wall.
- (iii) Do not leave your cooking unattended.
- (iv) Ensure that your appliances are in good working order.
- (v) Avoid wearing loose clothing near an open fire.
- (vi) If your pan catches fire, turn off the heat source. Never spray water over it. If you do not have a fire extinguisher (CO2 or powder type), just cover the pan with a wet towel.

(b) Electrical installations, appliances, cords & Lightings:

- (i) All work should be carried out by qualified electrical contractors.
- (ii) All installations & equipment should be tested & serviced accordingly. Neglected or inadequate insulation, ineffective earthing & unsuitable circuit protection may create a fire risk.
- (iii) Use the right fuse to prevent overheating.
- (iv) Ensure all appliances purchased have SIRIM approved/EC safety
- (v) Only use one plug per socket especially for high-powered appliances like washing machine.
- (vi) If using extension leads/multipoint adapter know the limit, overloading them increases the risk of fire!
- (vii) Install additional socket outlets where needed, extensions should only be used on a temporary basis.
- (viii) Turn off and unplug appliances when you are not using them or when you go to bed unless they are designed to be left on like freezers.
- (ix) Watch out for sign of loose wiring like burnt marks, flickering lights, tripping of circuit breakers, blown fuses, or hot plugs/sockets.
- (x) Replace old, frayed or damaged electrical cords.
- (xi) Always use correct wattage for light fixtures to prevent overheating.
- (xii) Electrical lamps must not be placed too close to combustible material especially in storage or display areas.

(xiii) Teach children not to insert any items including fingers into sockets – consider installing plug guards on unused sockets.

(c) **Smoking**:

- (i) Use proper ashtrays when smoking and stub out the fire properly preferably with water before disposing the ash into bin.
 - (ii) Dispose cigarette butts safely after extinguishing them, and never out of balconies and windows of your unit as they may start a fire should they fall on combustible material in a lower unit.
 - (iii) Do not smoke in bed and around upholstered furniture especially when you are tired & sleepy.

(d) **BBQ**:

- (i) Do not BBQ with open fire at your balcony or inside your unit. It is unsafe and irritating to your neighbours.
- (ii) Have_your BBQ at our BBQ pit by the tennis courts. When you finish, ensure that the remaining fire is properly extinguished before leaving the site.

(e) Other Fire sources (matches, candles, flammable cleaning solutions, fuel, etc.)

- (i) Make sure candles are secured in a non-flammable holder & away at least 3ft from anything flammable like curtain/furniture.
- (ii) Do not leave lighted candles unattended.
- (iii) Always supervised older kids/teenagers using candles in their rooms.
- (iv) Keep matches and lighters out of reach of young children.

10.02 Early Fire Detection in Unit

(a) Heat / Smoke / Gas detector:

- (i) You are advised to install detectors in your own home especially in the kitchen. Our condominium is fitted with piped-in **Natural Gas**, therefore it is advisable to install a gas detector in your kitchen.
- (ii) Ensure that detectors are functioning by testing regularly.
- (iii) Never disconnect or remove the battery from your alarm. The Battery should be replaced regularly or as recommended by the manufacturer.
- (iv) The detectors should be replaced after 10 years or as recommended by the manufacturer.

(v) If you discover a gas leak (smell of Mercaptan (rotten egg):

- (a) DO NOT turn on/off any electrical switches, as the sparks can trigger an explosion:
- (b) Turn off the gas valve on the kitchen wall or the main valve outside your unit (ensure that you know where it is located); and
- (c) Open all doors and windows to disperse the gas (note: Natural Gas is lighter than air).

(b) Other equipment to consider:

(i) All-purpose Fire Extinguisher – to help control small fires, should be strategically placed in your home and learn how to use them!

- (ii) CO2 or powder Extinguisher is best suited for oil fires in the kitchen and electrical fires.
- (iii) Fire Blanket to wrap a person whose clothes have caught fire.

10.03 If you discover a fire

(a) Raise The Alarm:

- (i) Upon detecting any smoke or fire, scream Fire as loud as you can to alert all your family members and neighbors.
- (ii) Stay calm & immediately inform the guards via intercom.

(b) Attack The Fire, (if possible to handle it by yourself)

- (i) Use the nearest fire extinguisher to put out the fire. Use CO2 or powder extinguisher on electrical fires (never use water) & do not touch TV wires.
- (ii) Never put yourself at risk.
- (iii) If your <u>clothes catch fire: splash water or Stop, Drop and Roll</u>. If someone else catches fire, smother it with heavy clothing material / blanket or splash with water.

(c) If fire goes out of control - EVACUATE:

- (i) If you are in doubt or the fire goes out of control, immediately sound the alarm by breaking the **Break Glass** located at the corridor & arouse your neighbors.
- (ii) Assemble <u>all your family members</u>, get out of your apartment & leave the building via the Emergency Exit Staircase; follow your escape plan*.
- (iii) <u>Close all doors</u> behind you to keep smoke & flame out of the corridor or escape route.

10.04 Evacuation

If it is necessary or directed to evacuate or the fire alarms rings continuously, leave the building immediately via the nearest **Emergency Exit Staircase**.

(a) Dos & Don'ts During Evacuation:

- (i) Do not investigate the source of fire/emergency.
- (ii) Do not attempt to pack your belongings. Safe your life first.
- (iii) NEVER use lifts when evacuating!
- (iv) Shut all doors/windows along the escape routes to isolate or contain fire.
- (v) Always assist the handicapped.
- (vi) Upon reaching the <u>evacuation assembly point</u>, at the <u>Visitor Car Park</u> <u>on G-Floor</u>, ensure all persons in your household are accounted for.

(b) Easy Evacuations Steps:

- (i) **Grab** your Emergency Kit (keys, important documents & torch light).
- (ii) **If** there is evidence of smoke in the room, crawl and keep your nose close to the floor for fresh air (smoke & deadly gases rise).
- (iii) Feel the door with the palm of your hand. If the door or knob is hot do not open it(refer to Item (v) to find out what to do). If the door is not hot, open slowly
 - (refer to Item (v) to find out what to do). If the door is not hot, open slowly to survey the outside.
- (iv) If the area is clear, walk to the nearest exit & close the door behind you to protect your belongings.

- (v) **Walk** down the staircase to the ground level. Hold onto the handrail for guidance and as protection against being knocked down by others.
- (vi) If fire or smoke is dense at lower levels, turn around and walk up to clearer air or to rooftop if accessible.

10.05 If you are trapped in your Room/Apartment

(a) **Do Not Panic**:

Let someone know you are in the apartment: call the guards, beat at the door or hang bed sheet on window to signal & attract fire fighters' attention.

(b) Keep The Fire Out:

- (i) Wet towels, sheets, etc and wedge these along the door openings, holes
 & cracks to prevent smoke from entering the room.
- (ii) **Fill** bathtub with water it may be needed to fight fire.
- (iii) **Turn** on ventilation fan to clear your room of smoke.
- (iv) **Open** & stay near window so that you can easily be seen by rescuers.
- (v) If you are on 1st floor, you can escape through the window/balcony. If necessary break open the glass and cover it with thick comforter. Throw your mattress over the window to cushion your fall. Then, move down slowly facing wall as far as your hand allowed & drop your body to the ground. Do not JUMP!
- (vi) If you are up higher, you are better off staying put. If the situation is unbearable & you are forced to make the exit, look for deck or balcony within safe dropping distance & lower yourself down slowly. Dropping from more than two floors usually results in injury/death.
- (vii) If your clothes <u>catch fire</u>, don't panic. Stop immediately to prevent spreading of fire. Lower your body onto the floor and roll about until the fire died.
- (viii) Once escaped, do not try to reenter your apartment to try to salvage your property or rescue others who may still trapped inside. Leave that to the rescuers/fire fighters.

10.06 Hot Tips/Reminders

(a) Know What To Do

- (i) **Do not Panic**. Fire discovered at an early stage can be brought under control by prompt action.
- (ii) A person discovering a fire should immediately break the nearest Break Glass to trigger off the alarm and alert the guard.
- (iii) Or, use the intercom to alert the guards at Guardhouse so that guard can investigate and assess the situation.
- (v) If the fire is out of control, the fire brigade should be summoned immediately **dial 999**.
- (vi) Few people are burnt to death in fires. Most die from smoke & poisonous gas inhalation as well as panic. If you have an **escape plan** and adopt it during emergency, you can greatly enhance your chances of survival.

(b) Report All Fires

(i) Even if a small fire is extinguished before raising alarm, the security & management <u>MUST</u> be informed to thoroughly inspect and ensure that the fire is completely extinguished & to establish the cause of the fire.

(ii) The Management also needs to check & ensure that any fire equipment used is put back to operational condition.

(c) House Keeping

- (i) Keep your corridor and exits clear of blockage or combustible material. Do not store children's toys, bicycles and so forth in corridors and stairways.
- (ii) All common risers on your floor must not be blocked or used as a storage area for old newspaper, shoes, etc.

(d) Escape Plan

- Check the common exits.
- (ii) Check the location of common fire extinguishers, fire hose reels, & break-glass. It is an asset if you know how to use them. If you don't, learn how to use them.
- (iii) Check your unit in case you are trapped and have to stay in awaiting rescue during fire or emergency.
- (v) Plan the escape route and ensure that all occupants of your unit including your maid, nanny, and kids are familiar with it and know what to do should there be an emergency evacuation.
- (v) Emergency Kit comprising your important documents or copies, spare keys & torch light kept in a handy bag that can be attached to your body, leaving your hands free, should be kept at your bedside.
- (vi) Make available for all occupants a list of telephone numbers to contact during emergency & possibly program these into one-button dial up.

11.00 INDEMNITY

The purchaser shall indemnify and keep indemnified the Management against all action proceeding, clams, costs, expenses and demands in respects of injury to the person or property of the employees, agents, licensees, invitees of the Management, the Purchaser, the other purchasers and/or all other persons while in the said parcel or common areas.

12.00 SPECIAL NOTES

12.01 Disclaimer of Liability

The management, its agent and its employees shall not be liable in any manner whatsoever for loss of or damage to any person, property or injury to or death of any person in the complex.

12.02 Terms and conditions in the Sale and Purchase Agreement

The rules and regulation set out herein shall be in addition to but not in diminution of the terms and condition, stipulations or restrictions set out in the sale and purchase agreement and the deed of mutual convenants thereto or the schedules referred to therein.

12.03 Amendments and Alterations

The management reserves the right to amend, alter vary or change any or all the above House Rules from time to time as it deems necessary

13.00 POSTAL / COURIER SERVICES

- (a) The Management may assist in receiving delivery of postal or courier services for residents during their absence subject to terms and conditions as may be stipulated by Management.
- (b) The following documents will not be received and kept at management office:
 - (i) All types of summonses and legal documents.
 - (ii) Tickets, credit cards, and check books.
 - (iii) Documents / parcels with torn envelopes / packaging.
 - (iv) Suspicious contents (as declared / by touch)
 - (v) Precious items such as jewelry.
- (c) The item/s received and kept at the management office must be collected a.s.a.p.
- (d) The Management shall not be held responsible in any manner whatsoever for any damage to the content/s of the envelope or parcel received.
- (e) The security guards are not permitted to receive deliveries of any kinds on behalf of residents without permission from the Management.
- (f) The Management reserves the right not to receive any deliveries for any absent residents without giving any reasons.

14.00 RULES AND REGULATIONS FOR USE OF THE FACILITIES

The Rules and Regulation for Use of Facilities are shown in the Section entitiled "Additional By-Laws Part 2"

15.00 IMPOSITION OF FINES

Para 7, Third Schedule of the Strata Management (Maintenance & Management) Regulations 2015 empowers the Management Corporation to impose FINES in respect of breaches of By-Laws or any Additional By-Laws. The FINES imposed on specific offences are approved at General Meetings. A unit Owner shall be liable for the FINES incurred by his occupants.

Fines imposed in respect of specifically identified offences committed in breach of any by-laws of ACT 757 and/or the House Rules and Rules & Regulations for Use of Recreational Facilities are included in Appendix I. The Appendix forms part and parcel of these House Rules.